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STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Petition of :	:	
WASHINGTON CALDWELL EDUCATION :	:	Case III
ASSOCIATION :	:	No. 24277 MED/ARB-342
To Initiate Mediation-Arbitration :	:	Decision No. 16983-A
Between Said Petitioner and :	:	
JT. SCHOOL DISTRICT NO. 1, TOWNS :	:	
OF WATERFORD AND NORWAY :	:	
-----	:	

APPEARANCES:

Mr. James T. Guckenberg, UniServ Director, on behalf of the Association.  
Mr. R. F. Schoof, Board President, on behalf of the District.

ARBITRATION AWARD

On May 7, 1979, the Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator, pursuant to Sec. 111.70(4)(cm)6.b. of the Municipal Employment Relations Act, in the matter of a collective bargaining dispute between Washington Caldwell Education Association, hereinafter the Association, and Jt. School District No.1, Towns of Waterford and Norway, hereinafter the District, Board or Washington-Caldwell District. On June 28, 1979, the undersigned conducted a mediation meeting between the parties as contemplated by the statute. Attempts to mediate the dispute failed, and at the conclusion of the meeting on June 28, 1979, the parties agreed in writing to waive those provisions of the statute which provide for withdrawal of final offers and an arbitration hearing before the mediator-arbitrator. Thereafter the parties submitted exhibits, briefs, and reply briefs which provided the basis for the award herein.

ISSUES:

The issues at dispute between the parties are:

1. Salary schedule
2. Calendar-make up Days
3. Just Cause for Non-renewal
4. Reduction in Compensation
5. Insurance
6. Part-time Teachers
7. Contract Duration

The final offers of the parties appear on the following pages. Pursuant to the statute, the undersigned must adopt without modification the final offer of one of the parties on all un-

April 11, 1979

The Board makes the following  
Final Proposals.

(1) The Contract for the 1978-79 year shall be renewed for the 79-80 year with changes as stipulated on the attached.

Further changes include:

(2) Appendix A salary schedule to be amended:

a) \$700.<sup>00</sup> increase in base pay, all salary lanes.

b) All increments (steps) to be \$285.<sup>00</sup>

c) One step to added to each lane.

(3) Article XVI - Group Insurance

Par 1, last sentence, change \$10.<sup>00</sup> to \$20.<sup>00</sup>

(4) Article VII - Salaries - Par. 2, after except, add "for part Time Teachers."

Robert F. Schoof  
Board Pres.

Washington-Caldwell Schools

WASHINGTON CALDWELL EDUCATION ASSOCIATION

April 11, 1979

FINAL OFFER

1. Salary

Salaries shall be based on the schedule set forth in Appendix A attached.

- A. 1980-81 - Teachers shall be placed on the schedule according to credits earned and 1978-79 ~~horizontal~~ <sup>vertical</sup> placement.
- B. 1979-80 - Salaries shall be increased over 1978-79 at the rate of 40% of the increase set forth in paragraph A above.

2. Calendar and Make Up Days

Substitute the following for paragraph 4 of Article X.

The calendar as negotiated between the Board and the Association, is set forth as Appendix B and is incorporated into this Agreement.

1. Teachers will not be expected to report for work on days when school is not in session due to inclement weather or other emergencies. Only those days necessary to prevent loss of state aids shall be rescheduled. / Such days shall be by mutual agreement between the Board and Association. No teacher shall suffer a loss of pay or benefits as a result of days not being rescheduled.

Delete Article XVIII of the present agreement.

3. Just Cause

Insert the word "non-renew<sup>ed</sup>" between the words be and discharge in the third paragraph, line 1, of Article XV. Delete Article XX.

4. Insurance

Amend Article XVI paragraph 1 by placing a period after the word Insurance line 3 and deleting the remainder of paragraph 1. Insert the words "and family" between the words single and coverage, line 2.

Wilmington-Caldwell Education Association  
April 11, 1979  
Final Offer

5. Extra Curricular Salaries

Increase: Basketball \$100.00  
Cheerleading \$100.00

Add: Library \$ 20.00 per day

6. Reduction in Salary

Amend Article VII by deleting paragraph 2.

7. Part Time Teachers

Amend Article X by the addition of a new paragraph as follows:

"A teacher employed at less than a 50% contract shall not be scheduled to teach part of a day except by mutual agreement of that teacher and the Board.

8. All tentative agreements as set forth in Appendix B attached.

9. All provisions of the 1978-79 agreement except as modified herein.

10. Duration: July 1, 1979 through June 30, 1981.

JTG:cas  
4/5/79

## APPENDIX A

Washington Caldwell Education Association  
Proposals  
April 11, 1979

	B	B+6	B+12	B+18	B+24	M	M+6	M+12	M+18
0	10950	11150	11350	11550	11750	11950	12150	12350	12550
1	11345	11545	11745	11945	12145	12345	12545	12745	12945
2	11740	11940	12140	12340	12540	12740	12940	13140	13340
3	12160	12360	12560	12760	12960	13160	13360	13560	13760
4	12580	12780	12980	13180	13380	13580	13780	13980	14180
5	13025	13225	13425	13625	13825	14025	14225	14425	14625
6	13470	13670	13870	14070	14270	14470	14670	14870	15070
7	13940	14140	14340	14540	14740	14940	15140	15340	15540
8	14410	14610	14810	15010	15210	15410	15610	15810	16010
9	14905	15105	15305	15505	15705	15905	16105	16305	16505
10				16000	16200	16400	16600	16800	17000
11				16520	16720	16920	17120	17320	17520
12					17240	17440	17640	17840	18040
13					17785	17985	18185	18385	18585
14					18330	18530	18730	18930	19130
15					18830	19030	19230	19430	19630

Salaries for part time teachers shall be pro-rated.

JTG:cas  
4/11/79

resolved issues.

Section 111.70(4)(cm)7, provides that the arbitrator is to consider the following criteria in evaluating the final offers:

- "a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in comparable communities and in private employment in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost-of-living.
- f. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

#### POSITIONS OF THE PARTIES:

The District is a K-8 feeder district to Waterford Union High School. The Association offers a variety of district groupings for comparison to Washington-Caldwell on the issues in dispute. In particular, the Association relies upon districts within the Waterford area, CESA #18, Southern Lakes Athletic Conference, Racine County, contiguous districts and districts of similar size. As a result, the Association has provided data on the relevant terms and conditions of employment in thirty-eight districts.

The thrust of the Association's presentation and related argument is to establish a basis for comparison of the District to the Waterford Union High School district to which it feeds. The Association final offer proposes a phase in of Washington-

ford UHS district. However, the Association avers that there is substantial disparity between the salaries and increments paid in the respective districts. The Association claims that such disparity has increased while, on the average, elementary district salaries have moved toward greater equity with high school district salaries and that a substantial number of feeder schools will have adopted the same salary schedule as the high school to which they feed by 1980-81. Furthermore, the Association asserts that the District's salaries have not kept pace with other K-8 districts.

The Association argues that increases in District salaries over the past three years compare adversely to increases in the cost of living over the same period. The Association claims that the cost of living rose 26.8% over the period while Washington-Caldwell salary increases varied by educational lanes from 9.4% to 13.3%.

The District's final offer, according to the Association, would reduce the maximum increment and maintain the present number of lanes while the Association proposal would change increments and increase the number of education lanes.

The Association contends that its final offer is within the District's ability to pay and that both offers represent a decrease in total costs over the previous budget. The Association notes that its final offer is \$100 less (total impact) than the Board's for 1979-80 and asserts that the impact of its proposal for the second year amounts to 9.53%. The Association argues that district enrollment increased for 1979-80 and notes that the district receives 40% state aids and has per pupil valuation above the median of all districts. The Association indicates that the District's argument with respect to the possible consolidation of the District in the face of rising costs is for the voters to decide and is not a relevant consideration for the arbitrator.

The Association's final offer proposes that non-renewal be included under the just cause standard along with the presently specified actions of discharge, discipline, reduction in compensation or loss of professional advantage. The Association argues that three-fourths of the teachers employed in comparable districts have just cause for non-renewal and that 83% of districts of a similar size provide the same.

The Association offer includes provision that work days lost to inclement weather or other emergencies which must be rescheduled to prevent loss of state aids "shall be by mutual agreement." The present language which the Board's offer would continue, in relevant part, provides that make-up days be scheduled by the Board with consultation of the teachers. The Association contends that its position is supported by the comparables and would not preclude involvement of the Board and parents in the process.

On the issue of health insurance, the Association's final offer contains full payment of the family health insurance premiums by the Board while the Board's offer provides an increase of the employee's present annual contribution for family health insurance from \$120 to \$240. The Association argues that Washington-Caldwell is the only district in the K-12 Waterford area which does not pay the full family premium. The Association further asserts that the District is proposing an increase in the teacher's share of the premium at a time when the insurance cost to the District has decreased.

The Association proposal deletes current contract language

which states, "No teacher in good standing shall experience a decrease in basic salary between contracts except as adjusted for changes in hours." The Association avers that the intent of its proposal is to avoid problems similar to that which arose in 1977-78 when a part-time teacher was reduced in compensation while required to teach an additional class, by the elimination of preparatory time. The Association contends that under the elimination of the section, the Board can reduce a teacher's compensation for just cause but that confusion over "changes in hours" and possible conflicts between Article VII and Article XV would be avoided.

The Association offer amends Article X by the addition of a paragraph providing;

"A teacher employed at less than a 50% contract shall not be scheduled to teach part of a day except by mutual agreement of that teacher and the Board."

The Association claims that the foregoing language would provide greater employment stability and predictability for part-time teachers who are also employed on a part-time basis by other Districts.

The Association proposes a two year contract which it claims is not uncommon in the area. The duration of the contract included in the Association's final offer is related to its proposed phase in to the Waterford UHS salary schedule.

The District contends that the Association's objective of parity with Waterford UHS is inappropriate because Washington-Caldwell is not comparable to Waterford UHS. The District argues that Waterford Grade School district, a sister feeder school to Waterford UHS, constitutes an appropriate comparison. The District states that it is the Board's objective to maintain parity with or below the Waterford Graded tax rate. The District asserts that an award of the Association's position might result in consolidation of the district. Consolidation with Waterford Graded was narrowly defeated in the past, according to the District. The District reasons that in any subsequent consolidation review, the advantages of small classes in a small school system might be outweighed by cost control overruns and an increased tax levy.

The Board presented relevant data based on five comparability groupings; specifically, feeder schools to Waterford UHS, athletic conference, size, geographic proximity and staff demographics. The District avers that through diligent cost controls, over the past four years, the District has reduced its tax rate to less than that of Waterford Graded. The District contends that in 1978-79, the increase in instructional salaries made up all of the increase in operating costs. The District claims that at the entry level, the salary of District teachers has increased 49.2% over the past five years, while the top of the scale with 13 years experience has increased 36.1% over the period.

The District contends that among the comparables for 1978-79, Washington-Caldwell had the highest base, lowest BA maximum, was mid-range for MA base and maximum, and competitive of the top of the schedule. Furthermore, the Board asserts that the District provides comparable or better fringe benefits than other districts provide.

The District asserts that increments are larger and extend for additional years of service and education under the Waterford

UHS schedule proposed by the Association. The District argues that institution of such a salary schedule for Washington-Caldwell is not supported. The Board claims that continued education is required at Waterford UHS but not at Washington-Caldwell. Furthermore, the District states that it has the highest credit reimbursement among comparables which is seldom utilized by District teachers.

The District's final offer seeks to increase the differential between single and family health insurance coverage which the District claims has remained constant since the insurance clause was adopted four or five years ago. The Board claims that the proposed increase in an employee's share of family premium would reestablish a reasonable differential, minimize the District's cost and discourage dual coverage.

With respect to scheduling of make-up days, the Board asserts that the present procedure, based on consultation of the teachers, permits the greater input of parents.

The District argues that there have been no non-renewals in the District's history and that only one of the Waterford UHS feeder schools requires just cause for non-renewal.

The Board views the Association's proposal on reduction in salary as an unnecessary attempt to incorporate contract language as a result of a single incident. The Board states that the issue emerged from the grievance of a part-time teacher who was reduced from 2 days to 1 1/2 days' employment in the District while also employed in two other sister districts. According to the District, the grievance was resolved prior to arbitration. However, it states that concern emerged on the part of teachers that full-time teachers might similarly have their salaries adjusted by changing the length of the school day. The District contends that it has given the Association assurances that such will not be the case. The purpose of the reduction in salary provision, according to the Board, is to permit the Board to adjust hours of part-time staff between contract years as required by pupil count and educational programs.

The Board argues that even if the salary issue were not in dispute, a two year contract would not be appropriate in view of financial uncertainties, rising per pupil costs and projected enrollments affecting the District.

#### DISCUSSION:

With respect to the comparables, the undersigned is persuaded that the most relevant districts for comparison are the sister K-8 districts which feed to Waterford UHS. The second most appropriate grouping is comprised of other K-8 districts of similar size located in the general vicinity of Washington-Caldwell. Accordingly, certain elementary districts which feed to Salem-Central UHS or Wilmot UHS have been given consideration. The arbitrator is of the opinion that size is a significant comparison consideration, within the feeder district and externally, in districts such as Washington-Caldwell which employ less than ten staff members.

Waterford UHS feeder schools:

	Teachers	Students	Valuation per pupil	Cost per pupil	% state aids
Drought	8.3	128	\$125,401	\$1194.06	28.2
North Cape	11.3	165			
Raymond*	28	477	95,918	1347.39	44.6
Washington-Caldwell	8.3	155	94,153	1432.21	43.5
Waterford Graded	4.3	830	103,849	1270.00	38.6
[Waterford UHS ]	[44.9]	[907]	[156,319]	[1768.40]	[52.5]

Other K-8 districts with approximately 10 teachers:

Brighton	6.9	136	165,101	1610.29	5.1
Trevor	6.5	132	152,521	2070.42	4.0
Wilmot Elementary	8.67	121	114,067	1485.59	34.9
Reek	11.6	157	289,649	1793.29	0

The arbitrator will consider the unresolved language items before examining the salary issue which she considers to be determinative of the dispute. With respect to the calendar-make up days issue, the undersigned rejects the District's argument that the mutual determination of make-up days to be scheduled precludes the meaningful involvement of parents in the process. The parties may continue to benefit from the input of parents in the rescheduling of such days under either proposal. The Association's proposal would permit the direct interaction of the Board and teachers on the subject and eliminate the two step process currently observed. The arbitrator, accordingly, finds the position of the Association on make-up days to be preferable.

The issue of just cause concerns the application of such standard to non-renewal. The undersigned notes that in the contract preceding the contract in dispute, the parties:

" . . . agreed that a joint Board/Teacher Association Committee will meet after the start of classes to attempt to develop language governing non-renewals. The agreed language will govern contract renewals for the 1979-80 year."

The inclusion of such provision is a clear indication that the parties acknowledged the need for language dealing with non-renewal. However, the District's final offer contains no provision of a standard governing non-renewals. In view of the parties previous identification of non-renewal as an issue of mutual concern and the fact that the District's offer does not address such issue, the arbitrator finds the offer of the Association on non-renewal to be the more reasonable.

The Association's position on the issue of the employee's and District's contribution toward the family health insurance premium is supported on the basis of comparables and by the recent experience of the District with decreasing premiums. Health insurance coverage is an employee fringe benefit which offsets other economic considerations. The impact of the Board's proposal to double the employee's contribution would not only discourage employees who have access to dual coverage from participation, but would penalize employees who rely completely upon District

employment for health insurance protection. Such employees would suffer a loss of real income as a result of the Board's proposal. Accordingly, the arbitrator would select the position of the Association on health insurance if the issue were standing alone.

With respect to the issue of reduction in compensation, the Association has demonstrated that there has been confusion over the present language and has substantiated that a conflict could arise between said language and the just cause provision. However, the undersigned believes that the parties share a similarity of intent which would prevail under either proposal.

The issue of part-time teachers appears to be related to the dispute over reduction in compensation. Although the Association's proposal might be beneficial to part-time teachers holding additional employment, the arbitrator is not persuaded that the experience of the parties warrants the restrictive language proposed by the Association. The arbitrator prefers the position of the Board on the part-time teacher issue.

The most significant issue in dispute concerns salaries. The Association proposes a two year agreement which significantly alters the existing salary schedule in terms of structure and dollar amounts. The undersigned has developed the following table of comparables from the exhibits of the parties:

	78-79 Base	78-79 Schedule Max	Credit Lanes	4-5 Step Increment	79-80 Base	79-80 Schedule Max	Credit Lanes
Raymond *	\$ 9,500	\$16,675	8	\$ 400	-	-	
Drought	9,000	14,450	4	350	\$10,950	\$19,640	9
Waterford Elem.	9,960	15,880	8	310	-	-	
North Cane	9,775	14,135					
Washington-Caldwell	9,750	14,329	5	445 Assn. 285 Bd.	10,230 10,735	16,444 15,305	9 5
Brighton	9,950	15,820	12	359	11,000	20,744	
Trevor	9,800	14,900	12	350	10,200	17,229	
Wilmot	9,500	14,960	12	380	10,000	18,896	
Reek	9,800	17,882	11	421	10,105	18,834	
Washington-Caldwell - Assn. 2 year proposal (1980-81)					10,950	19,630	

\* Students from Raymond feed to both the Waterford UHS and the Union Grove UHS.

It is apparent that Washington-Caldwell is significantly behind on increment amounts. The Board's proposal of increments of \$285 would continue the disparity between the District and comparable districts on increment levels. Whereas the Association's proposal will dramatically increase the increment to \$445, teachers will not move on the experience steps during the contract period.

This arbitrator has rejected the Association's argument with respect to comparability between the District and Waterford UHS. Accordingly, the phase in to the same salary schedule cannot be supported on the basis of similarities between districts. The question before the arbitrator is which of the final offers is more reasonable in view of the comparables selected. The undersigned notes that among K-8 sister feeder schools, Washington-Caldwell has relatively few educational lanes and experience steps. Furthermore, the Drought district, which the arbitrator regards as particularly comparable to Washington-Caldwell, has adopted a similar salary schedule phase in to the Waterford UHS to that proposed by the Association. The undersigned is of the opinion that District salaries warrant catch up and that the Association proposal best addresses the disparity between Washington-Caldwell and other K-8 feeder schools.

The District has raised the issue of ability to pay on the basis of potential consolidation. The arbitrator does not find such possibility sufficient to justify a denial of the Association's position on the salary issue.

Having reviewed the evidence and argument in view of the statutory considerations, and having concluded that the Association's final offer is preferable on the issue of salary and the preponderance of language issues, the undersigned makes the following:

AWARD

That the final offer of the Association be incorporated into a written collective bargaining agreement as required by statute.

Dated at Madison, Wisconsin, this 27<sup>th</sup> day of February, 1980.

BY: Kay B. Hutchison  
Kay B. Hutchison,  
Mediator-Arbitrator